

578429

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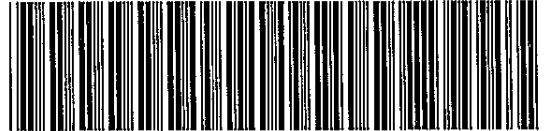
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02 DEC 19 AM 10:36

DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

02 DEC 19 AM 11:10

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T BROWN DEC 19 2002

CT CORPORATION SYSTEM

December 18, 2002

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5747519 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Tri W Properties, Inc. (FL)
Amendment
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Ashley A Mitchell
Fulfillment Specialist
Ashley_Mitchell@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF**

FILED
02 DEC 19 AM 11:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRI W PROPERTIES, INC.

(present name)

S78429

(Document Number of Corporation (If known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: *(indicate article number(s) being amended, added or deleted)*

Article III is deleted in its entirety and replaced as described on Exhibit A attached hereto and made a part hereof.

Article VIII is amended to read as follows:

The Corporation's Board of Directors shall consist of four (4) members who shall be elected by the Corporation's shareholders in accordance with the Corporation's Bylaws.

Article IX is deleted in its entirety.

SECOND: If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

THIRD: The date of each amendment's adoption: December 12, 2002

FOURTH: Adoption of Amendment(s) (CHECK ONE)

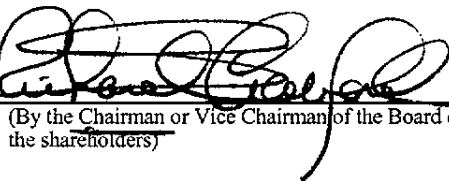
- ☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____."
(voting group)

- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signed this 12 day of December, 2002

Signature



(By the Chairman or Vice Chairman of the Board of Directors, President or other officer if adopted by the shareholders)

OR

(By a director if adopted by the directors)

OR

(By an incorporator if adopted by the incorporators)

Richard S. Crawford

(Typed or printed name)

Chairman

(Title)

EXHIBIT A
TO
TRI W PROPERTIES, INC.
AMENDMENT TO
ARTICLES OF INCORPORATION

ARTICLE III

The business and purpose of Tri W Properties, Inc., a Florida corporation (the "Company") shall consist solely of the acquisition, operation and disposition of the real estate project known as Alafaya Trail (the "Property"), located at 2501 N. Alafaya Trail, Orlando, Florida and to enter into a loan transaction ("Loan") with LaSalle Bank National Association (the "Lender") in which the Company shall borrow certain monies from the Lender. The Company shall not become a shareholder of or a member or partner in any entity that acquires any property other than the Property. The Company shall:

- a) not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any asset or property (real or personal) other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;
- b) not engage in any business other than the ownership, management and operation of the Property;
- c) not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with Company or Principal (an "Affiliate"), except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any Principal or Affiliate;
- d) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances and no indebtedness other than the Loan may be secured (subordinate or pari passu) by the Property;
- e) not make any loans or advances to any third party, nor to Principal, any Affiliate or any constituent party of the Company;
- f) pay its debts from its assets as the same shall become due;
- g) do all things necessary to preserve its existence, and the Company shall not, nor will the Company permit the Principal to amend, modify or otherwise change the articles of incorporation or other organizational documents of the Company or Principal in a manner which would adversely affect the Company's existence as a single-purpose entity.
- h) maintain books and records and bank accounts separate from those of any person or entity, and the Company will file its tax returns;
- i) at all times hold itself out to the public as a legal entity separate and distinct from any other entity (including Affiliate, any constituent party of Company or any Principal);

- j) preserve and keep in full force and effect its existence, good standing and qualification to do business in the state in which the property is located;
- k) maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- l) not dissolve or wind up, in whole or in part, and the Company shall not merge with or be consolidated into any other entity;
- m) not commingle the funds and other assets of the Company with those of any Affiliate, any Principal, any constituent party of Company or any other person;
- n) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of the Company, Affiliate, Principal or any other person;
- o) not hold itself out to be responsible for the debts or obligations of any other person (provided, that the foregoing shall not prevent the Company from being and holding itself responsible for expenses incurred or obligations undertaken by the property manager of the Property in respect of its duties regarding the Property); and
- p) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

Until such time as the Loan has been repaid in full, the Company shall not amend, modify or terminate any of these provisions of the Company's Articles of Incorporation or bylaws without prior written consent of the Lender.